

Terms and Conditions of Purchase

§ 1 Scope of application

The following Terms and Conditions of Purchase shall apply exclusively. Any conditions of the seller in conflict with or differing from these Terms and Conditions of Purchase shall be excluded. This shall not apply to the extent that the applicability of the seller's conditions has been expressly approved in writing. These Terms and Conditions of Purchase shall also apply when the delivery of the seller has been accepted unconditionally in the knowledge of the conflicting or differing terms and conditions of the seller.

Any agreements between the parties to the contract for the purpose of the performance of the contract shall be provided for in writing in this contract.

§ 2 Binding offer

The seller shall be obliged to accept the order within a period of two weeks by returning the signed duplicate of the order. The term of acceptance begins upon submitting the order by the buyer, while the date in the order is applicable. The acceptance by the seller of the order by submitting the signed duplicate shall be submitted to the buyer within the agreed upon period of two weeks.

§ 3 Business secrets

The contracting parties shall be obliged to treat all commercial or technical information that become known to them as a result of the business relationship as business secrets. Subcontractors shall be committed accordingly. Officers and employees who are charged with the execution of our orders shall also be committed to secrecy.

They are informed with regards to §§ 17 and 18 UWG (German Unfair Competition Act). If one party to the contract becomes aware of the fact that a third party has come into the possession of a confidential document or if a confidential document has been lost, the other party shall be informed immediately. The confidentiality obligation shall also apply after the performance of this contract. Personal data shall be mutually treated according to the German Federal Data Protection Act.

§ 4 Price agreements and terms of payment

The price quoted in the order shall be binding. The statutory value added tax is included in the price.

The delivery shall be free and includes packaging costs unless otherwise specified in writing between the parties.

Unless otherwise specified in writing between the parties, the purchase price shall be paid within 14 days with 2% discount or within 30 days without discount.

The payment period shall commence upon delivery and receipt of invoice.

§ 5 Term of delivery

The term of delivery quoted on the offer shall be binding. As far as the seller becomes aware or should have been become aware of circumstances which prevent him from complying with the delivery term the seller shall inform the buyer immediately in writing.

In case of a delay in delivery the buyer shall be entitled to claim liquidated damages in the amount of 1% of the purchase value per completed week, however, no more than 10% of the purchase value. The seller reserves the right to prove that no damage or a significantly lower damage was caused by the delay.

The buyer reserves the right to any additional statutory claims in case of a delay in delivery, withdrawal and damages instead of performance.

§ 6 Duty to inspection

The buyer agrees to inspect the delivered goods within an appropriate period for discrepancies in quality or quantity. The complaint of the buyer in this regard shall be deemed on time when it is received by the seller within a period of 8 working days from the date of receipt of the goods or upon discovery in the case of hidden defects.

§ 7 Warranty claims of the buyer

The buyer is entitled to all statutory claims for defects.

In case of a defect the buyer shall in particular be entitled to request in his own discretion the removal of the defects or the delivery of a new item.

The buyer further reserves the right to claim damages which also includes the right to demand damages instead of performance.

In case of an imminent danger or a particular urgency resulting from the defect, the buyer shall be entitled to remove the defects at the expense of the seller.

The limitation period for the claims of the buyer against the seller for defects to the goods shall be 36 months. The limitation period commences upon the passing of risk.

§ 8 Product liability

In case of product liability claims of third parties against the buyer the seller shall be deemed to be the sole manufacturer in the internal relationship between the buyer and the seller unless the seller provides evidence that the buyer has culpably contributed to the damage.

In case the buyer has not culpably contributed to the damage the seller shall be obliged to hold the buyer harmless upon first demand against any claims of damages by third parties if their reason falls within the control and organization of the buyer and if he is liable in relation to third parties.

The seller is within the product liability further obliged to compensate the buyer for any expenses according to §§ 683, 670 German Civil Code and according to § 830, 840, 426 German Civil Code, which arise out of or in connection with a recall of products conducted by the buyer. As far as possible and reasonable the buyer informs the seller about the type and scope of the recall actions and the seller shall be given the opportunity to comment.

The provisions in paragraph 1 through 3 shall leave the liability of the seller based on other statutory provisions unaffected.

§ 9 Trade mark rights

The seller guarantees that no rights of third parties are violated by the delivery of the purchased items.

The seller shall be liable, in case the purchased goods violate patents and/or other rights of third parties. The seller shall hold the buyer harmless against all claims for damages, unless he has performed technical instructions issued by the buyer without violating his own duty of care.

The limitation period for claims governed by this provision shall be 10 years. The limitation period shall commence with conclusion of the relevant contract.

§ 10 Samples

The seller is not permitted to provide samples from the supplies destined to us to third parties. He shall further not make usable print templates, tools, drawings, and drafts etc. which are used for the execution of our order by third parties.

§ 11 Assignment

The assignment of receivables arising out of this contract is only valid with the consent of the buyer.

§ 12 Place of Jurisdiction and of performance

The address determined on the order shall be the place of performance for the delivery.

Place of performance for the payment of the purchase price shall be Bonn.

Place of jurisdiction is to the extent permitted by law Bonn.

§ 13 Applicable law

The UN Sales Convention on contracts for the international sale of goods shall be excluded. German law shall exclusively apply.

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